



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



June 10, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER SIX TO AGREEMENT NUMBER 75485 WITH
WESTERN STATE DESIGN, INCORPORATED FOR
LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Six (Amendment) to Agreement Number 75485 (Agreement) with Western State Design, Incorporated, (WSD), to extend the term of the current Agreement for Laundry Equipment Maintenance and Repair Services (Services) for one year with an additional 12-month option, in any increment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Amendment to the Agreement with WSD for the continued provision of Services. The Amendment will: (1) extend the term of the Agreement for one year, from June 20, 2014, through June 19, 2015, with an option thereafter to extend for up to an additional 12 months, in any increment; (2) eliminate one facility and equipment, and add additional facilities and equipment; (3) increase the Maximum Contract Sum by \$1,925,830; (4) update the Price Schedule to add the annual amount of \$953,695 for the first year and the annual amount of \$972,135 for the 12-month option, if executed; and (5) add the Los Angeles County (County) mandated language regarding time off for voting.
2. Delegate authority to the Sheriff, or his designee to execute the extension option if it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee to terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 8, 2014, the County's Chief Executive Office recommended that the Board authorize the Internal Services Department (ISD) to work with the Department as the County's Purchasing Agent, to proceed with the acquisition of new laundry equipment for the proposed Pitchess Laundry and Water Tanks Replacement Project, and authorize the Director of the County's Public Works Department, or her designee, to proceed with the design of the refurbishment of the laundry infrastructure.

This extension period is required to allow the completion of the refurbishment of the laundry infrastructure at the Department's Pitchess Detention Center (PDC) laundry facility, and the subsequent replacement of the existing laundry equipment, which has exceeded its useful lifespan, at the direction of the Board.

It is not in the County's best interest to move forward with a solicitation process for continued Services until the refurbishment of the Department's PDC laundry facility infrastructure is completed. Once completed, the Department will begin purchasing laundry equipment and replacing approximately one-third of the outdated equipment at the facility. Additional purchases of equipment to replace the remaining two-thirds of the outdated equipment will be made as funds are allocated in future Fiscal Years (FY).

It is in the County's best interest to maintain the current Contractor, WSD, throughout the duration of this project.

Approval of the recommended actions will allow the Department to continue to engage WSD to perform the Services necessary to maintain the Department's laundry equipment, and ensure the continued operation of the Department's laundry service operation.

Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness, by enabling the Department to manage its laundry service operation efficiently and effectively. This helps support the health and well-being of inmates housed in the Department's custody facilities by complying with State regulations for sanitary laundering of inmates' bedding, linens, and clothing.

FISCAL IMPACT/FINANCING

Funding is included in the Department's FY 2014-15 budget for the anticipated level of Services. The Department will continue to allocate the funds required to continue the Services through the duration of the Agreement as extended by the proposed Amendment.

The negotiated increase is \$124,495 to the annual price of the first year of the proposed Amendment, and an additional \$18,440 for the 12-month option of the proposed Amendment.

The annual price of the Agreement is \$953,695 for the first year of the proposed Amendment that includes Services to the laundry equipment at all listed facilities; and \$972,135 for the 12-month option of the proposed Amendment that includes Services to the laundry equipment at all listed facilities.

The proposed Amendment increases the Maximum Contract Sum by \$1,925,830 from \$7,929,776 to \$9,855,606.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 20, 2005, the Board approved the Agreement with WSD to provide the aforementioned Services. On October 20, 2009, the Board delegated authority to the Sheriff to execute Amendment Number One to add two additional option years in exchange for WSD's waiver of its negotiated increases in annual fees, and increase the Maximum Contract Sum to accommodate the two additional option years.

On November 10, 2010, Amendment Number Two was executed by the Board, extending the Agreement for its third one-year option. On October 19, 2011, Amendment Number Three was executed to extend the term of the Agreement for its fourth and last one-year option. On December 18, 2012, Amendment Number Four was executed to extend the term of the Agreement for its final six-month option. On June 4, 2013, Amendment Number Five was approved by the Board extending the Agreement for one year.

The listed facilities include the Department's PDC, Twin Towers Correctional Facility, PDC Barrack 30; the County's/California Department of Corrections and Rehabilitation's Acton Fire Camp 11, Malibu Fire Camp 13, Francisquito Fire Camp 14, Holton Fire Camp 16, and Julius Klein Fire Camp 19. The County's Sybil Brand Institute is deleted from the list of facilities.

CONTRACTING PROCESS

WSD is in compliance with all Board and Chief Executive Office requirements.

County Counsel has reviewed and approved the Amendment as to form.

Except as expressly provided in Amendment Number Six, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

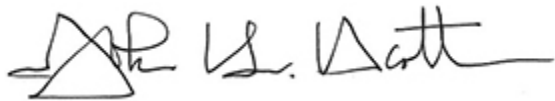
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted Services for the Department's laundry service operation. If the Amendment is not approved, the Department will not have the required Services beyond June 19, 2014.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott". The signature is stylized with a large, looped initial "J" and a long, horizontal flourish at the end.

JOHN L. SCOTT
Sheriff

JLS:SB:sb

Enclosures

**AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Amendment Number Six ("Amendment") to Agreement Number 75485 ("Agreement") is entered into by and between the County of Los Angeles ("County") and Western State Design, Incorporated ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on December 20, 2005, County and Contractor entered into the Agreement to provide laundry equipment maintenance and repair services for the Los Angeles County Sheriff's Department (hereinafter "Department"); and
- B. WHEREAS, the Agreement had an initial three (3) year Term with two (2) one-year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective December 20, 2009, County and Contractor entered into Amendment Number One to waive Contractor's 4.76% escalation in annual fees, in exchange for the addition of two (2) additional option year periods to the Agreement; and increased the Maximum Contract Sum to \$7,100,576 to accommodate the two additional option years; and
- D. WHEREAS, on November 10, 2010, County and Contractor entered into Amendment Number Two to extend the Term of the Agreement from December 20, 2010, through December 19, 2011; and
- E. WHEREAS, on October 19, 2011, County and Contractor entered into Amendment Number Three to extend the Term of the Agreement from December 20, 2011, through December 19, 2012; and
- F. WHEREAS, on December 18, 2012, County and Contractor entered into Amendment Number Four to extend the Term of the Agreement from December 20, 2012, through June 19, 2013; and
- G. WHEREAS, on June 4, 2013, County and Contractor entered into Amendment Number Five to extend the Term of the Agreement from June 20, 2013, through June 19, 2014; and
- H. WHEREAS, the Agreement is currently in its final year and expires June 19, 2014; and
- I. WHEREAS, County and Contractor agree to 1) extend the Term of the Agreement for one year, with an option to extend for up to an additional twelve months, in any increment, 2) delete one facility and equipment, and add additional facilities and equipment to the Agreement, 3) increase the Maximum Contract Sum of the Agreement, 4) update Exhibit C1 (Price Schedule) of the Agreement to add the costs

**AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

for the one year extension, and the twelve month option, to the Agreement, and 5) add the County-mandated language regarding Time Off for Voting.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 7.0, Term, of the Agreement, is deleted in its entirety and replaced as follows to extend the Term of the Agreement from June 20, 2014, through and including June 19, 2015, with an additional twelve month option period, in any increment:

7.0 TERM

7.1 The Term of the Agreement shall commence December 20, 2005 and shall terminate June 19, 2015.

7.2 The County has the option, at the Sheriff's discretion, and upon notice to Contractor prior to the end of the current period of the Term of the Agreement, to extend the Term of this Agreement for up to twelve (12) additional months, in any increment. Such extension shall be in the form of a written Amendment executed by Sheriff and Contractor.

7.3 The Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.

7.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

2. Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the attached, revised Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement to delete and add facilities and equipment to the Agreement.
3. Paragraph 8.3 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$1,925,830 for the additional one-year period, and the additional twelve month option, in any increment:

**AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under the Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed nine million, eight hundred fifty-five thousand, six hundred six dollars (\$9,855,606), which includes a one million, one hundred thousand dollar (\$1,100,000) allowance for off-hours emergency maintenance and repair services, which shall be paid according to the rates set forth in Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement.

4. Exhibit C1 (Price Schedule) of the Agreement is deleted in its entirety and replaced with the attached revised Exhibit C1 (Price Schedule) to add the costs of the additional one-year period, and the additional twelve month option period, in any increment.
5. Section 56.0 (Time Off for Voting) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows:

56.0 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

Except as expressly provided in this Amendment Number Six, all other provisions, terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.

Contractor represents and warrants that the person executing this Amendment Number Six for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER SIX
TO
AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Six to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Six, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____

WESTERN STATE DESIGN,
INCORPORATED

Signed: Todd M. Hyra

Printed: TODD M. Hyra

Title: Director of Operations

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: Michele Jackson
Michele Jackson
Senior Deputy County Counsel

ATTACHMENT 1

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES

LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

PITCHESS DETENTION CENTER (PDC)

Page 1 of 2

LOCATION: Pitchess Detention Center (PDC)
29350 The Old Road
Castaic, California 91384

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
3	Air Compressor and Ancillary Equipment	N/A	N/A
4	Soil Sort Conveyors & Platforms	Ekola	N/A
25	Weight Stations – Scales	Ekola	Spielman
1 lot	Sling Storage Monorail	Ekola	N/A
3	Control Boxes for Pneumatic Systems	Ekola	N/A
3	Tunnel Washer (Archimedia) Soiled Loading	N/A	Hoppers
4	Washer Extractors, 600 lbs.	Milnor	N/A
3	Washer Extractors, 450 lbs.	Milnor	N/A
2	Washer Extractors, 75 lbs.	Milnor	N/A
3	Tunnel Washers (Archimedia)	Senking	P19-12
3	Extractors	Senking	SEP-50
3	Shuttle Conveyors - 5 stop control	N/A	N/A
9	Tumble Dryers	N/A	N/A
5	Dryers, 400 lbs.	Challenge	N/A
3	Dryers, 100 lbs., gas-fired	American	#125
1 lot	Sling Storage Monorail (Clean)	Ekola	Twin Cities
1 lot	Storage Monorail	Ekola	N/A
2	Flatwork Ironers	Central	N/A
2	Folder/Crossfolder	Central	#1213
1 lot	Cart Loading Station/Hoist	Ekola	N/A

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

PITCHESS DETENTION CENTER (PDC)

Page 2 of 2

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
1 lot	Sling Storage Monorail	N/A	N/A
2	Chemical Injection Systems	N/A	N/A
1	Waste Heat Recovery System	T.E.A.	N/A
1	Chemical Storage and Supply System	N/A	N/A
7	Computer Input Terminals	N/A	N/A
3	Tunnel Washer Control Computers and Programmable Logic Control (PLC) Units	Senking	N/A

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

TWIN TOWERS CORRECTIONAL FACILITY (TTCF)

LOCATION: Twin Towers Correctional Facility (TTCF)
450 Bauchet Street
Los Angeles, California 90012

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
* 1	Washer	Wascomat	#50
* 1	Dryer	Cissell	#75

* Scheduled for replacement

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

LOS ANGELES COUNTY FIRE CAMPS (FIRE CAMPS)

Page 1 of 2

LOCATION: **CAMP 11 ACTON**
8800 w. Soledad Canyon Road
Acton, California 93510

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
2	Washers	Milnor E-P Plus	30022V1
2	Dryers	Cissell	HZ75

LOCATION: **CAMP 13 MALIBU**
1250 S. Encinal Canyon Road
Malibu, California 90265

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
2	Washers	Milnor E-P Express	30022TSX
2	Dryers	Cissell	CHD75

LOCATION: **CAMP 14 FRANCISQUITO**
35100 San Francisquito Canyon
Saugus, California 91350

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
2	Washers	Milnor E-P Express	30022TSX
2	Dryers	Cissell	CHD75

LOCATION: **CAMP 16 HOLTON**
26652 n. Angeles Forest Highway
Palmdale, California 93550

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
2	Washers	Milnor 90 lbs.	3602M7G
1	Dryer	Milnor 35 lbs.	30015M6G
2	Dryers	Huebsch	Drystar 110
1	Dryer (non-operational)	Huebsch	Drystar 110

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

LOS ANGELES COUNTY FIRE CAMPS (FIRE CAMPS)

Page 2 of 2

LOCATION: **CAMP 19 JULIUS KLEIN**
22550 East Fork Road
Azusa, California 91702

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
2	Washers	Milnor E-P Express	3002TSX
2	Dryers	Cissel	CHD75

LIST OF LAUNDRY EQUIPMENT AT SHERIFF'S DEPARTMENT'S FACILITIES
(Amended and restated under Amendment Number Six, effective June 20, 2014)

PITCHESS DETENTION CENTER (PDC)
SOUTH FACILITY (BARRACK 30)

LOCATION: Pitchess Detention Center
29330 The Old Road
Castaic, California 91384

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MAKE</u>	<u>MODEL</u>
3	Commercial Washer	GE	WNRD2050GWC
3	Commercial Gas Dryer	GE	DNCD450GGWC

EXHIBIT C1
PRICE SCHEDULE

LAUNDRY EQUIPMENT MAINTENANCE AND
REPAIR SERVICES

PRICE SCHEDULE
EXHIBIT C1

EXHIBIT C1

PRICE SCHEDULE

AMENDED AND RESTATED UNDER AMENDMENT NUMBER SIX

Contractor shall be paid for the Term of this Agreement, including all Option Terms, according to the following Price Schedule. All prices shall remain fixed for the duration of the Agreement.

BASE TERM

Pitchess Detention Center (PDC)

Year 1	Year 2	Year 3			
Monthly	\$58,329.00	Monthly	\$60,370.00	Monthly	\$63,389.00
Annual	\$699,948.00	Annual	\$724,440.00	Annual	\$760,668.00
					TOTAL \$2,185,056.00

Twin Towers Custodial Facility (TTCF)

Year 1	Year 2	Year 3			
Monthly	\$750.00	Monthly	\$775.00	Monthly	\$810.00
Annual	\$9,000.00	Annual	\$9,300.00	Annual	\$9,720.00
					TOTAL \$28,020.00

Sybil Brand Institute (SBI)

Year 1	Year 2	Year 3			
Monthly	\$1,500.00	Monthly	\$1,550.00	Monthly	\$1,625.00
Annual	\$18,000.00	Annual	\$18,600.00	Annual	\$19,500.00
					TOTAL \$56,100.00

SUBTOTAL BASE TERM \$2,269,176.00

OPTION TERM

Pitchess Detention Center (PDC)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months	
Monthly	\$66,550.00	Monthly	Monthly	Monthly	\$66,550.00
Annual	\$798,600.00	Annual	Annual	Total	\$399,300.00
					TOTAL \$3,593,700.00

Twin Towers Custodial Facility (TTCF)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months	
Monthly	\$850.00	Monthly	Monthly	Monthly	\$850.00
Annual	\$10,200.00	Annual	Annual	Total	\$5,100.00
					TOTAL \$45,900.00

Sybil Brand Institute (SBI)

Option Year 1	Option Year 2	Option Year 3	Option Year 4	6 Months	
Monthly	\$1,700.00	Monthly	Monthly	Monthly	\$1,700.00
Annual	\$20,400.00	Annual	Annual	Total	\$10,200.00
					TOTAL \$91,800.00

SUBTOTAL OPTION TERMS \$3,731,400.00

EXTENSION YEAR ONE - AMENDMENT NUMBER FIVE

Pitchess Detention Center (PDC)

Monthly	Annual				
\$66,550.00	\$798,600.00				TOTAL \$798,600.00

Twin Towers Correctional Facility (TTCF) (IF SERVICES ARE PROVIDED)

Monthly	Annual				
\$850.00	\$10,200.00				TOTAL \$10,200.00

Sybil Brand Institute (SBI) (IF SERVICES ARE PROVIDED)

Monthly	Annual				
\$1,700.00	\$20,400.00				TOTAL \$20,400.00

SUBTOTAL ADDITIONAL ONE YEAR PERIOD: \$829,200.00

CONTINUED ON PAGE 2

EXHIBIT C1

AMENDED AND RESTATED UNDER AMENDMENT NUMBER SIX

Contractor shall be paid for the Term of the Agreement, including all Option Terms, according to the following Price Schedule. All prices shall remain fixed for the duration of the Agreement.

EXTENSION YEAR TWO + 12 MONTH EXTENSION OPTION - AMENDMENT NUMBER SIX

[illegible]

Twin Towers Correctional Facility (TTCF) (Only if Services are provided)

[illegible]

Action Fire Camp 11 (Only if Services are provided)

[illegible]

Malibu Fire Camp 13 (Only if Services are provided)

[illegible]

Francisquito Fire Camp 14 (Only if Services are provided)

[illegible]

Holton Fire Camp 16 (Only if Services are provided

[illegible]

Julius Klein Fire Camp 19 (Only if Services are provided)

[illegible]

SUBTOTAL ADDITIONAL ONE YEAR + TWELVE MONTHS:

TOTAL PRICE BASE TERM, OPTION TERMS, EXTENSION YEAR ONE (AMENDMENT NO. 5), EXTENSION YEAR TWO + 12 MONTH OPTION (AMENDMENT NO.

\$8,755,606.00

+ ALLOWANCE FOR OFF-HOUR REPAIR AND MAINTENANCE:

\$1,100,000.00

TOTAL MAXIMUM CONTRACT SUM:

\$9,855,606.00